

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

RLI INSURANCE COMPANY,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	C.A. NO. 05-858 JJF
	:	
INDIAN RIVER SCHOOL DISTRICT, EDIS COMPANY, AND BECKER MORGAN GROUP, INC.,	:	JURY TRIAL DEMANDED
	:	
Defendants.	:	
	:	

**PLAINTIFF RLI INSURANCE COMPANY’S
ANSWER TO DEFENDANTS EDIS COMPANY and
BECKER MORGAN GROUP, INC.’S
JOINT MOTION TO DISMISS THE COMPLAINT OF PLAINTIFF**

Plaintiff, RLI Insurance Company (“RLI”), by its undersigned attorneys, Harry R. Blackburn & Associates, P.C., hereby answers Defendants, Edis Company (“EDIS”) and Becker Morgan Group, Inc.’s (“BMG”) Joint Motion to Dismiss the Complaint or in the alternative Summary Judgment pursuant to Rules 12(b)(6) and 56(b), and respectfully request that the same be denied for the following reasons:

1. Denied. The averments in this paragraph constitutes conclusion of law to which no reply is necessary.
2. Admitted in part. It is admitted only that Indian River School District (“IRSD”) is the owner and that RLI issued a Performance Bond to McDaniel Plumbing and Heating, Inc. (“McDaniel”). The remaining averments in this paragraph constitutes conclusions of law to which no reply is necessary.
3. Denied. The averments in this paragraph constitute conclusion of law to which no reply is necessary. The remaining averments refer to a writing, the terms of which speak for themselves, and any characterizations thereof are specifically denied.

4. Denied. The averments in this paragraph constitute conclusion of law to which no reply is necessary. The remaining averments refer to a writing, the terms of which speak for themselves, and any characterizations thereof are specifically denied.

5. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

6. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

7. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

8. Admitted in part. It is admitted only that Plaintiff alleges, inter alia, that BMG and EDIS failed to perform their respective contractual duties with regards to the project. The remaining averments in this paragraph constitute conclusions of law to which no reply is necessary.

9. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

10. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

11. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

12. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary. The remaining averments refer to a writing, the terms of which speak for themselves, and any characterizations thereof are specifically denied.

13. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary. The remaining averments refer to a writing, the terms of which speak for themselves, and any characterizations thereof are specifically denied.

14. Denied. The averments in this paragraph constitute conclusions of law to which no reply is necessary.

WHEREFORE, Plaintiff, RLI Insurance Company, respectfully moves this Honorable Court to deny Defendants, EDIS Company and Becker Morgan Group Inc.'s Joint Motion to Dismiss, or in the alternative Summary Judgment, and award it costs, attorneys fees, and any other relief the court deems just and appropriate.

Respectfully submitted,

ABER, GOLDLUST, BAKER, & OVER

/s/ Perry F. Goldlust

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DATED: March 8, 2006

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